

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re**

**LEHMAN BROTHERS HOLDINGS INC., et al.**

**Debtors.**

**X**

**:**

**:**

**:**

**:**

**:**

**:**

**X**

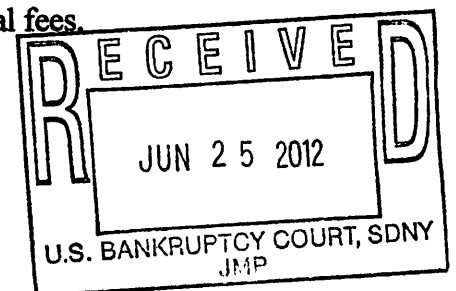
**Chapter 11 Case No.  
08-13555 (JMP)**

**RESPONSE TO THREE HUNDRED SIXTH  
OMNIBUS OBJECTION TO CLAIMS (NO LIABILITY CLAIMS)**

Fedor and Fedor, Claimants, hereby respond to the Three Hundred Sixth Omnibus Objection to Claims dated June 4, 2012 as follows.

This claim relates to legal defense work performed on behalf of an E.F. Hutton & Co. registered representative during 1990-1991. E.F. Hutton was responsible for the payment of the legal fees and expenses. In 1984, Shearson/American Express acquired Lehman Brothers. In 1988, Shearson Lehman/American Express merged with E.F. Hutton & Co. to become Shearson Lehman Hutton. As part of the merger the combined entity, Shearson Lehman Hutton, assumed responsibility for the legal expenses attributable to E.F. Hutton. The defense work related to allegations that occurred in 1987-1988 even though the work itself was performed later. Despite regular billing requests and invoices, the legal bill remained unpaid.

In 1994, American Express spun off Lehman Brothers Kuhn Loeb in an Initial Public Offering as Lehman Brothers Holdings, Inc. The new subsequent entity, Lehman Brothers, assumed liability for our accrued legal expenses as part of the IPO process. Again, regular monthly billing invoices were sent to Lehman Brothers. Several times promises of payment were made by Lehman Brothers bills payable accountants and executives. Despite our numerous requests, Lehman Brothers never paid the bill. Frustrated, we finally addressed the invoice to Richard S. Fuld, Jr., Chairman and CEO of Lehman Brothers. Once again, promises of payment were made by Lehman Brothers employees, but no such payment occurred. In 2008, Lehman Brothers filed for Chapter 11 bankruptcy and we filed an appropriate claim for the unpaid legal fees.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Sharon L. Hinton  
(Plaintiff)

vs.  
Lehman Brothers Holdings Inc. et al.  
(Defendants)

COMPLAINT TO CLAIM DAMAGES (NO INJURY CLAIMS)  
RESPONSE TO THREE HUNDRED OF THE

Complaint to Claims dated June 4, 2012 as follows.  
This claim relates to legal defense work performed on behalf of an E.R.  
Hinton & Co. registered representative during 1996-1997. E.R. Hinton was responsible  
for the payment of the legal fees and expenses. In 1984, Shearson American Express  
acquired Lehman Brothers. In 1988, Shearson American Express merged with  
E.R. Hinton & Co. to become Shearson Lehman Hutton. As part of the merger the  
combined entity, Shearson Lehman Hutton, assumed responsibility for the legal expenses  
attributable to E.R. Hinton. The defense work related to allegations that occurred in  
1997-1998 even though the work itself was performed later. Despite regular billing  
requests and invoices, the legal bill remained unpaid.  
In 1997, America Express spun off Lehman Brothers from its  
entity, E.R. Hinton & Co. as Lehman Brothers Holdings, Inc. The new independent entity,

Lehman Brothers Holdings, Inc. assumed responsibility for the legal expenses of its  
employees. Again, regular monthly billing invoices were sent to Lehman Brothers. Several  
times promises of payment were made by Lehman Brothers but no payments were made.  
Despite our numerous requests, Lehman Brothers never paid the bill.  
Finally, we finally addressed the invoices to Richard S. Fuld, Jr., Chairman and CEO of  
Lehman Brothers. Once again, promises of payment were made by Lehman Brothers  
employees, but no such payment occurred. In 2008, Lehman Brothers filed for Chapter  
11 bankruptcy and we filed an appropriate claim for the unpaid legal fees.

WHEREFORE, Fedor and Fedor request that their claim be re-instated,  
that all objections be removed and that they be paid according to the bankruptcy plan.

Dated: June 22, 2012  
Asheville, NC



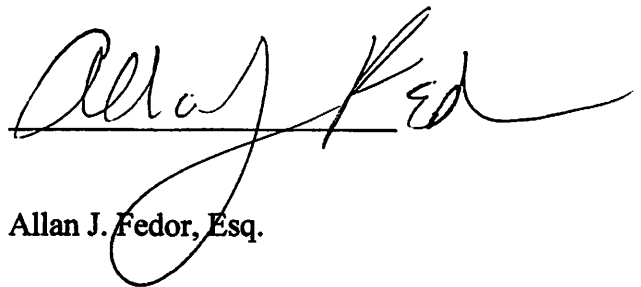
/S/ Allan J. Fedor, Esq.

FEDOR & FEDOR  
54 Craftsman View Dr.  
Asheville, NC 28804  
Telephone: 828-424-1259  
email: allanfedor@gmail.com

Claimants

### **CERTIFICATION OF SERVICE**

I hereby certify that the foregoing was served by mailing via regular U.S. Mail a 3.5 inch disk to the Bankruptcy Court [with a hard copy sent by regular U.S. Mail to the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York 10004, Courtroom 601] and by mailing a hard copy via regular U.S Mail Attn: to Jacqueline Marcus, Esq., Roberts J. Lemons, Esq. and Mark Bernstein, Esq. Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 and Attn: to Tracy Hope Davis, Esq., Elizabetha Gasparini, Esq. and Andrea B. Schwartz, Esq., Office of the United States Trustee for Region 2, 33 Whitehall Street, 21st Floor, New York, New York 10004 this 22nd day of June, 2012.



Allan J. Fedor, Esq.

that all objections be removed and that they be paid according to the bankruptcy plan.

Dated: June 22, 2012  
Asheville, NC

ALLAN J. FEDOR, Esq.

FEDOR & FEDOR

24 C. Westman, 7th Fl.

Asheville, NC 28801

Telephone: 828-434-1359

email: allan@fedor.com

Claimants

#### CERTIFICATION OF SERVICE

I hereby certify that the foregoing was served by mailing via regular U.S. Mail a 3.5 inch disk to the Bankruptcy Court [with a hard copy sent by regular U.S. Mail to the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York 10004, Courtroom 601] and by mailing a hard copy via regular U.S. Mail to the following: Robert J. Lemons, Esq. and Mark Bernstein, Esq., West Carolina

David, Esq., Elizabeth Gasparini, Esq. and Andrea B. Schwartz, Esq., Office of the United States Trustee for Region 2, 33 Whitehall Street, 21st Floor, New York, New York 10004 this 22nd day of June, 2012.

Allan J. Fedor, Esq.